



# GENERAL SERVICES ADMINISTRATION

## Federal Supply Service

### Authorized Federal Supply Schedule Price List

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On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: [www.GSAAdvantage.gov](http://www.GSAAdvantage.gov).

#### **70** GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

##### **SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT**

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers and accessories  
Professional Workstations  
Servers and upgrades  
Laptop/Portable/Notebook Computers

##### ***SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE***

FSC/PSC CLASS J070 - MAINTENANCE AND REPAIR SERVICE, REPAIR PARTS/SPARE PARTS –  
(See FSC Class for basic equipment)

*FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment*

- Maintenance
  - o Repair Service
  - o Repair Parts/Spare

**Contract Number GS-35F-0437K**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov).

**Period Covered by contract: May 26, 2000 – May 25 2020**

#### **The Portable Warehouse Corp.**

Portable Warehouse Corp., The  
1860 E. Miraloma Ave, Suite E  
Placentia, CA 92870, USA  
PH: [714-993-1095](tel:714-993-1095) x 102  
FX: [714-993-1097](tel:714-993-1097)

**[www.portablewarehouse.com](http://www.portablewarehouse.com)**



## CUSTOMER INFORMATION

**1a.** Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

**132 8, 132 8 C** Purchase of New

**132 12, 132 12RC** Maintenance of Equipment, Repair Services and/or Repair/Spare

**1b.** Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. **See pricelist**

**1c.** If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. **See SIN 132-12**

### **2. Maximum order.**

132-8	\$500,000
132-12	\$500,000

### **3. Minimum order: \$100**

**4. Geographic coverage (delivery area):** 48 contiguous states and the District of Columbia

**5. Point(s) of production:** USA

**6. Discount from list prices or statement of net price:** Prices shown are NET Prices; Basic Discounts have been deducted

**7. Quantity discounts:** NONE

**8. Prompt payment terms.** Prompt Payment: 0.5% - 20 Days / Net 30 days from receipt of invoice or date of acceptance, whichever is later.\*

\*Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

**9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.**

**9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.** Accepted

**10. Foreign items (list items by country of origin).** NA

**11a. Time of delivery.** 45 days ARO for SIN 132-8

**11b. Expedited Delivery.** Please contact Portable Warehouse

**11c. Overnight and 2-day delivery.** Please contact Portable Warehouse

**11d. Urgent Requirements.** Please contact Portable Warehouse

**12. F.O.B. point(s).** FOB DESTINATION

**13a. Ordering address:**

Portable Warehouse Corp., The  
1860 E. Miraloma Ave, Suite E  
Placentia, CA 92870, USA



**13b. Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. Payment address:**

Portable Warehouse Corp., The  
1860 E. Miraloma Ave, Suite E  
Placentia, CA 92870, USA

**15. Warranty provision.**

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract

**16. Export packing charges, if applicable:** NA

**17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).**

**18. Terms and conditions of rental, maintenance, and repair (if applicable).** See 132-12

**19. Terms and conditions of installation (if applicable).** See 132-8

**20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).** NA

**20a. Terms and conditions for any other services (if applicable).** NA

**21. List of service and distribution points (if applicable).** NA

**22. List of participating dealers (if applicable).** NA

**23. Preventive maintenance (if applicable).** NA

**24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).**

**24b.** If applicable, indicate that Section **508 compliance** information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov](http://www.Section508.gov).

Contractor website is [www.portablewarehouse.com](http://www.portablewarehouse.com)

**25. Data Universal Number System (DUNS) number:** 622806776

**26. Notification regarding registration in System for Award Management (SAM):** registered



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM  
NUMBER 132-8)**

## **1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

## **2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

## **3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

## **4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

**All Portable Warehouse equipment is user self-installable**

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a



request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

### **TPW LIMITED WARRANTY**

TPW hardware products come with standard commercial warranty, either a 1 year, 2 year, 3 year or 5 year limited warranty, depending on the product purchased.

### **Warranty Coverage**

The limited warranty covers defects in materials and workmanship in our customers' TPW brand products or other products sold by TPW to the customer. All products sold by TPW will include a minimum of one year warranty under this contract. This warranty can be extended via purchasing additional warranty coverage while in the warranty period.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement.



## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

## **1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 100 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

THE PORTABLE WAREHOUSE CORP.

1247 N. Lakeview Ave, Suite H

ANAHEIM, CA 92807

## **2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.



- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### **5. SCOPE**

- d. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- e. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).





## 6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

## 7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

## 8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

### b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

### c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

### d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

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e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
___50___ Units	___2___ %
___100___ Units	___3___ %
___200___ Units	___5___ %

**9. REPAIR SERVICE RATE PROVISIONS**

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and



necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS & HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$75.65	\$85.65	\$85.75	\$95.85
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$75.65	\$85.65	\$85.75	\$95.85
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	\$75.65	\$85.65	\$85.75	\$95.85

\*MINIMUM CHARGES INCLUDE 1 FULL HOUR ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.



## **10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 3-31-2010, at a discount of 9.5% from such listed prices.

## **11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

### **a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of 1 year

### **b. REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year

## **12. INVOICES AND PAYMENTS**

### **a. Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

### **b. Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.